DIRECTV L&I RESIDENTIAL EXPERIENCE AGREEMENT - Effective as of December 6, 2012, until replaced

THIS DIRECTV LODGING AND INSTITUTIONS RESIDENTIAL EXPERIENCE AGREEMENT, TOGETHER WITH THE DIRECTV RESIDENTIAL EXPERIENCE TERMS AND CONDITIONS AND THE GENERAL TERMS AND CONDITIONS INCLUDED BELOW (THIS "AGREEMENT") DESCRIBES THE TERMS AND CONDITIONS OF YOUR RECEIPT OF AND PAYMENT FOR DIRECTV SERVICE AND THE PROVISION BY DIRECTV TO YOU OF RESIDENTIAL EXPERIENCE EQUIPMENT. PLEASE INDICATE YOUR ACCEPTANCE OF THESE TERMS BY SIGNING BELOW. YOU UNDERSTAND AND AGREE THAT YOU WILL RECEIVE THE RESIDENTIAL EXPERIENCE EQUIPMENT AS PART OF YOUR SUBSCRIPTION TO DIRECTV SERVICE, AND IF YOU DO NOT COMPLETE YOUR COMMITMENT PERIOD, EARLY CANCELLATION FEES MAY APPLY.

DIRECTV provides satellite entertainment programming and services (including associated Receiving Equipment, if any provided by DIRECTV, "**Service**" or "**Services**") to L&I Establishments located within the United States. As used in this Agreement, "DIRECTV," "we," "us," or "our" means DIRECTV, LLC , and "you," "your," or "Customer" means the entity that owns the L&I Establishment receiving the Service and/or the entity that is responsible for the payment of fees and charges to DIRECTV directly or indirectly through one of DIRECTV's authorized L&I sales agents (an "**L&I Dealer**"). The Services made available under this Agreement are only available to establishments qualifying as "**Lodging & Institution Establishments**" (a/k/a **"L&I Establishments**"), as determined by DIRECTV, which as of the date of this Agreement, solely includes hotels, motels, resorts, inns, hospitals, nursing homes, assisted living and long term care facilities, medical and dialysis clinics, college or university dormitories or eligible student housing, office buildings, marinas, mobile home parks, camp grounds, RV Parks, prisons and correctional facilities. The Services must be provided on a free-to-guest basis and may only be provided within the private rooms of the L&I Establishment. DIRECTV receiving hardware, an Access Card (as defined below), remote control and receiving antenna dish (referred to collectively as "**Receiving Equipment**") are required to view the Service. This Receiving Equipment may be in addition to other hardware and software sold or leased to you by your L&I Dealer, to which this Agreement does not apply. A "**Unit**" means either an outlet connected to the Receiving Equipment or a room available for rent with one or more outlets connected to the Receiving Equipment, the application of which depends on the type of L&I Establishment (as further defined and subject to the L&I Establishment table below).

You may contact us 24 hours a day by calling our DIRECTV Business Service Center at 1-800-388-2505 or sending us an e-mail at commercialcustsat@directv.com or writing us (for notices and mail - DIRECTV, LLC, Business Service Center, P.O. Box 5392, Miami, FL 33152-5392 or payments - DIRECTV, LLC, L&I Account Payments, PO Box 60036, Los Angeles CA 90060-0036).

This Agreement does not supersede, is not superseded by, and is separate and apart from any agreement between Customer and any L&I Dealer. DIRECTV and L&I Dealers are independent entities and DIRECTV is not responsible for any acts or omissions of the L&I Dealer.

L&I DEALER BILLING: IF YOU HAVE MADE ARRANGEMENTS WITH L&I DEALER TO BILL AND COLLECT FOR SERVICE, YOU UNDERSTAND THAT L&I DEALER'S BILLING AUTHORITY IS SUBJECT TO THE APPROVAL OF DIRECTV, AND YOU FURTHER AGREE TO THE FOLLOWING ADDITIONAL BILLING TERMS AND CONDITIONS:

Please use the contact information provided on your bill from your L&I Dealer for any questions about your bill. DIRECTV will bill and collect from such L&I Dealer for the Service and you shall pay such L&I Dealer directly for the Service. If, however, DIRECTV informs you that the L&I Dealer is no longer authorized by DIRECTV to bill and collect for the Service, or has failed to pay DIRECTV, or you or we otherwise learn that that the L&I Dealer is insolvent, unable to pay or failed to pay DIRECTV for the Service, then you are obligated to DIRECTV for payment of the Service from and after the earlier of, the date you learn of the cessation of payment or the date DIRECTV notifies you of the cessation of billing activities by the L&I Dealer or insolvency or failure to pay by the L&I Dealer. If any of the foregoing occurs, DIRECTV will commence billing and collection directly with you and you shall pay DIRECTV for Service in accordance with this Agreement.

CUSTOMER SIGNATURE CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THIS COVER PAGE AND EACH OF THE SCHEDULES ATTACHED HERETO. IF, AFTER REVIEW, DIRECTV DECIDES NOT TO PROVIDE SERVICE, THIS AGREEMENT IS OF NO FURTHER FORCE OR EFFECT.

Legal Name of Customer: _____ **Legal Name of Person Signing**: _____

Operating Name: _____ **Print Title**: _____

Date:_____ **Signature**: _____

L&I DEALER SIGNATURE: BY SIGNING, L&I DEALER CERTIFIES THAT IT HAS EXPLAINED THE TERMS AND CONDITIONS TO THE CUSTOMER, INCLUDING THE BILLING AND COLLECTION OBLIGATIONS AND EACH OF THE SCHEDULES HERETO, AND THAT THE INFORMATION PROVIDED HEREIN IS, TO THE BEST OF MY KNOWLEDGE, COMPLETE AND ACCURATE, AND THAT I HAVE VERIFIED THE ACCURACY OF THE INFORMATION BY PERSONALLY VISITING THE L&I ESTABLISHMENT.

Legal Name of L&I Dealer: _____ **Legal Name of Person Signing**: _____

Operating Name: _____ **Print Title**: _____

Date:_____ **Signature**: _____

(DRE Form 12/14/12)

L&I ESTABLISHMENT INFORMATION AND SERVICE SELECTION – "Effective Date" is December 6, 2012, until replaced

L&I ESTABLISHMENT AND L&I DEALER INFORMATION		
DIRECTV Account Number:	**Bill to ☐ Physical Address ☐ Mailing Address**	**Unit Count:**
Property Name:		
Brand Affiliation (if any):		
Physical Address:		
Contact at Property:	Property Phone Number:	
Mailing Address (if different):		
Contact at Mailing Address:	Mailing Address Phone Number:	
Dealer Name:	Dealer Corp ID:	Dealer Number:
Legal Structure of Customer: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietor ☐ Government ☐ Other:_____		
Place of Organization:	Federal Tax ID:	Tax Exempt: ☐ Yes ☐ No

L&I ESTABLISHMENT TYPE			
Check One	**Type**	**Example**	**Total Unit Determination**
	Hotel	Hotel, Motel, Resort and Inn, etc.	Total number of outlets connected to the Receiving Equipment (if the maximum number of available rooms for rent is less than the number of outlets, maximum number of available rooms can be used)
	Long Term Health Care	Nursing Home, Assisted Living, Long Term Care Facility	Total number of outlets connected to the Receiving Equipment (if maximum occupancy of persons who can occupy rooms is less than the number of outlets, maximum occupancy can be used)
	Short Term Health Care	Hospital, Medical Clinics and Dialysis Clinics	Total number of outlets connected to the Receiving Equipment
	Dormitory	College, University, Convent or other dormitory housing setting	Total number of outlets connected to the Receiving Equipment
	Office Building	Office building or private office locations	Total number of outlet connected to the Receiving Equipment
	Recreation	Marinas, Mobile Home Parks, Camp Grounds, and RV Parks	Total number of outlet connected to the Receiving Equipment
	Prison	Prisons and Correctional Facilities	Total number of outlet connected to the Receiving Equipment

PROGRAMMING SELECTION

Select the Services Customer wishes to order by checking the appropriate boxes below. Enter the package or Service price, if it is not already listed, for each selection using the Lodging and Institutions Rate Card. Use the per Unit price corresponding to your number of Units. In certain areas, service may be unavailable or additional restrictions may apply.

	PACKAGE	UNIT PRICE		PACKAGE	UNIT PRICE		PACKAGE	UNIT PRICE
☐	IN-ROOM CHOICE™	$3.04	☐	ESPN Package	$4.50	☐	HBO® Package	$3.00
☐	FUNDAMENTALS	$1.90	☐	ESPN	$5.43	☐	SHOWTIME® Package	$2.50
☐	HD Access	$0.25	☐	ESPN & ESPN2	$4.65	☐	SHOWTIME UNLIMITED®	$5.00
☐	Other:		☐	ESPN, ESPN2, & ESPNEWS	$4.55	☐	STARZ® SUPER PACK	$3.75
☐	Other:		☐	Other:		☐	Other:	

Charges must be based on 100% of the Units at all times. Program pricing does not include taxes. Customer is responsible for taxes. Please refer to your Services bill for taxes due. Blackout restrictions and other conditions apply to sports programming. All programming and pricing subject to change.

	Unit Price Subtotal:	$_____
	Number of Units:	
	Unit Price Total:	$_____
☐	Local Channels	$41.99
☐	Other:	
	Monthly Total:	$_____

	NO. OF RECEIVERS	PRICE	TOTAL
RECEIVER SOFTWARE FEE (for DRE customers only)		$0.25	
		GRAND TOTAL:	

DIRECTV RESIDENTIAL EXPERIENCE TERMS AND CONDITIONS – "Effective Date" is December 6, 2012, until replaced

These DIRECTV Residential Experience Terms and Conditions set forth the additional terms and conditions of your receipt from DIRECTV, either through an L&I Dealer or a Lodging & Institutions equipment distributor (the party that provides Residential Experience Equipment shall be referred to herein as the "**Equipment Provider**"), and DIRECTV's provision to you, of Receiving Equipment consisting of certain HIGH DEFINITION capable hardware and/or software, including HD DIRECTV Set Top Boxes required for an L-Band distribution system (the "**Residential Experience Equipment**") that can provide the Service to your L&I Establishment.

LENGTH OF AGREEMENT: YOUR EQUIPMENT FEE, AS SET FORTH BELOW, WILL DEPEND ON THE LENGTH OF YOUR AGREEMENT TO THE RESIDENTIAL EXPERIENCE. CHECK ONE OF THE FOLLOWING TO INDICATE YOU AGREE TO A 5 YEAR OR 7 YEAR AGREEMENT**:**

Initial One	LENGTH OF AGREEMENT (If not checked, default is 7 years)
	5-YEARS - I WISH TO SUBSCRIBE TO THE DIRECTV RESIDENTIAL EXPERIENCE FOR 5 YEARS.
	7-YEARS - I WISH TO SUBSCRIBE TO THE DIRECTV RESIDENTIAL EXPERIENCE FOR 7 YEARS.

EQUIPMENT FEE: TO RECEIVE THE RESIDENTIAL EXPERIENCE EQUIPMENT, YOU MUST SUBSCRIBE TO THE DRE PRIMARY CHANNELS AND PAY THE MONTHLY EQUIPMENT FEE AS FOLLOWS:

RESIDENTIAL EXPERIENCE EQUIPMENT SCHEDULE			
"DRE Primary Channels"	**Number of Receivers**	**"Total Equipment Fee"**	**"Monthly Equipment Fee"**
IN-ROOM CHOICE (per unit rate of $3.04), together with any other combination of Packaged Services, Premium Services or Stand-Alone and Bundled Services totaling (together with the fees for IN-ROOM CHOICE) no less than $9.00 per unit per month. Review L&I Rate Card for pricing and requirements. Services not billed on a per Unit basis do not count towards the $9.00 minimum.	HD: _____ HDDVRs:_____ TOTAL:_____		
YOU MUST PAY THE MONTHLY EQUIPMENT FEE CONTINUOUSLY WITHOUT INTERRUPTION. ONLY EQUIPMENT APPROVED IN ADVANCE BY DIRECTV IS INCLUDED IN THE RESIDENTIAL EXPERIENCE EQUIPMENT. PRIOR TO INSTALLATION, DIRECTV OR THE EQUIPMENT PROVIDER WILL PROVIDE YOU WITH A LIST OF ALL EQUIPMENT PROVIDED BY DIRECTV. ALL OTHER REQUIRED EQUIPMENT MUST BE PURCHASED SEPARATELY.			

PROGRAMMING AGREEMENT. You agree to subscribe to the DRE Primary Channels and pay the appropriate programming fees and the applicable Monthly Equipment Fee for a period of not less than 5 years (sixty (60) consecutive months) from the date of activation if you selected a 5-Year Agreement or for a period of not less than 7 years (eighty-four (84) consecutive months) from the date of activation if you selected a 7-Year Agreement (the "**Agreement Period**"). After you have fulfilled your Agreement Period, in connection with the Residential Experience Equipment, you are not obligated to continue your subscription to the Service for any specific duration. If you fail to maintain your subscription to the DRE Primary Channels, and pay the appropriate programming fees and Monthly Equipment Fee, for the entire Agreement Period, you agree that you will pay DIRECTV the balance of the Equipment Fee set forth in the Residential Experience Equipment Schedule above, which shall be based on the number of months remaining in the Agreement Period when you ceased payment for the Service or ceased payment of the Monthly Equipment Fee (Equipment Fee/60 or 84 (whichever is the Agreement Period)) x number of months remaining in Agreement Period = payment to DIRECTV). For example, if the Residential Experience Equipment has an Equipment Fee of $16,800, and you cease payment with thirty (30) months remaining in a 5-Year (60 months) Agreement Period, you pay DIRECTV $8,400 for the Residential Experience Equipment. Payment is due within thirty (30) days of receipt of a notice of failure to complete the Agreement Period from DIRECTV. If you fail to make payment, DIRECTV may, at its option: (a) charge a fee in the maximum amount permitted under applicable law; (b) pursue legal remedies against Customer for and receive the total amount due; and/or (c) access the L&I Establishment and remove the Residential Experience Equipment. Customer agrees that it will pay all expenses incurred in connection with the enforcement of any remedies, including reasonable attorneys' fees.

DVR SOFTWARE AND SERVICE FEE. For DVR functionality, you will be charged a monthly DVR Property Service Fee in the amount set forth on the L&I Rate Card. The DVR Property Service Fee is due at all times as long as DVR functionality is active. DIRECTV DVR Service is a separately sold service, at our rates in effect at the time, available to DRE customers with DVR-enabled Receiving Equipment. The DIRECTV DVR Service is not authorized for use in any other environment. The DIRECTV DVR Service gives your guests or occupants the ability to see and record televised programs ("Third Party Content") while in a Unit. You also understand that Third Party Content is the copyrighted material of the third party that supplies it, is protected by copyright and other applicable laws, and may not be reproduced, published, broadcast, rewritten or redistributed without the written permission of the third party that supplied it, except to the extent allowed under the "fair use" provisions of the U.S. copyright laws or comparable provisions of foreign laws. You agree that DIRECTV will have no liability to you, or anyone else who uses your DIRECTV DVR Service, with regard to any Third Party Content. DIRECTV may, at its discretion, from time to time change, add or remove features of the DIRECTV DVR Service, or change the service fee for DIRECTV DVR Service.

RECEIVER SOFTWARE FEE. During the term of this Agreement, a per receiver "Equipment Software Fee" will be waived (currently, the fee is $0.25 per receiver). Upon the end of the 5-Year or 7-Year term of the Agreement, if the L&I Establishment continues to use the Residential Experience Equipment to receive the Service, DIRECTV will charge the Equipment Software Fee (at the rate in effect at the time) for all active receivers at the L&I Establishment.

EQUIPMENT INSTALLATION AND MAINTENANCE. You shall arrange with an L&I Dealer for the timely delivery and installation of the Residential Experience Equipment to your L&I Establishment. As between DIRECTV and Customer, Customer shall be solely responsible for any and all costs associated with the installation and maintenance of the Residential Experience Equipment. Customer agrees that DIRECTV is not responsible to provide the installation, maintenance or service on the Residential Experience Equipment and any claims about installation, maintenance, service or breach of warranty will not eliminate your obligation to complete its Agreement Period.

WARRANTY LIMITATIONS AND SPARES. YOU UNDERSTAND THAT ALL WARRANTY CLAIMS FOR THE RESIDENTIAL EXPERIENCE EQUIPMENT MUST BE HANDLED BETWEEN YOU AND THE EQUIPMENT PROVIDER. DIRECTV MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE EQUIPMENT. ALL SUCH WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. DIRECTV IS NOT RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE EQUIPMENT. Please contact your Equipment Provider for specific warranty details. DIRECTV, however, understands that the following limited parts and labor warranties may be made available by the Equipment Provider: (1) Receivers (including HD DVRs) – 1 year warranty, (2) Linux Server – 3 year warranty, (3) Ethernet switches – 5 year warranty and (4) SWM module equipment – 1 year warranty. In addition, DIRECTV will provide a limited number of spare receivers and remote controls. The number of spare receivers and remotes will depend on the number and type of receivers and remote controls initially provided to the L&I Establishment (currently at 2% of receivers provided and 10% of remotes provided). Please contact your Equipment Provider for the exact number of spare receivers but please remember that the spare receivers are to remain disconnected until needed for replacement of a defective receiver. Please also contact your Equipment Provider for any spare remote controls. Through your Equipment Provider, DIRECTV will replace up to 50% of the remote controls initially provided to the L&I Establishment (ex: 100 total receivers ordered, 50 remotes may be replaced).

PROTECTION AND OWNERSHIP OF EQUIPMENT. Title to the Residential Experience Equipment passes to you effective as of the first day of the Agreement Period, subject to all of the terms and conditions of this Agreement, including without limitation the security interest in the Residential Experience Equipment provided for in this Section. This transaction is a conditional sale transaction and you are responsible for the loss of or any damage to the Residential Experience Equipment. You shall have no right to sell, give away, transfer, remove or relocate the Residential Experience Equipment at any time during the Agreement Period without DIRECTV's prior written consent. You agree DIRECTV's rights and interests are irrevocable and coupled with an interest, such that the rights and obligations hereunder shall constitute covenants and restrictions running with the land, binding and inuring to the benefit of all future owners of the L&I Establishment or of any interest in the L&I Establishment but, notwithstanding any method of affixation or any applicable law relating to fixtures, no portion of the Residential Experience Equipment will be deemed a fixture of the L&I Establishment during the Agreement Period. You hereby grant DIRECTV a security interest in all Residential Experience Equipment and all proceeds of them in any form, to secure payment and performance of all of your obligations under this Agreement and you shall provide such additional documentation as DIRECTV deems reasonably necessary to establish or perfect this security interest. Both parties intend that this Agreement shall inure to the benefit of their respective assigns, transferees, successors-in-interest, secured parties and collateral assignees, and that it continue in full force and effect after any sale of L&I Establishment and be binding on all subsequent owners. Customer shall provide DIRECTV with written notice of any proposed sale, transfer or conveyance of the L&I Establishment at least thirty (30) days prior to the scheduled closing.

PROGRAMMING COMMITMENT TERMS AND CONDITIONS – "Effective Date" is December 6, 2012, until replaced

These DIRECTV Programming Commitment Terms and Conditions set forth the additional terms and conditions of your receipt from DIRECTV, either through DIRECTV directly, or through an L&I Dealer, and DIRECTV's provision to you, of discounts for you to apply to the standard DIRECTV L&I Establishment Service rates paid by your L&I Establishment.

DIRECTV SERVICE WILL BE PROVIDED AT THE RATES SET FORTH ON THE COMMERCIAL LODGING AND INSTITUTIONS RATE CARD IN EFFECT FROM TIME TO TIME (THE "RATE CARD"), WHICH MEANS All PRICES CONTAINED IN THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE EVEN THOUGH YOU ARE AGREEING TO A COMMITMENT PERIOD. IN OTHER WORDS, THE ACTUAL PER UNIT RATE FOR THE CHANNELS WILL INCREASE IF THE RATE ON THE RATE CARD INCREASES, BUT THE DISCOUNT(S) WILL STILL APPLY.

DISCOUNT FOR PRIMARY CHANNELS: IF YOU WISH TO RECEIVE A DISCOUNT OFF OF THE RATE CARD PRICING, YOU MUST SUBSCRIBE TO THE PRIMARY CHANNELS AND INITIAL THE DISCOUNT YOU WISH TO RECEIVE (see Programming Commitment):

Initial	Number of Rooms/ Subscriber Units	"Per Unit Rate"	"Primary Channels"	"Programming Minimum"	"Discount"	"Discount Period"	"Commitment Period"
	20+	See Rate Card*	IN-ROOM CHOICE	$4.00	$.44*	12 Months	24 months from the date of activation
	20+	See Rate Card*	IN-ROOM CHOICE+ HD Access**	$6.00	$.69*	12 Months	24 months from the date of activation

YOU ARE ONLY ELIGIBLE TO RECEIVE A DISCOUNTIF YOUR PROPERTY IS AT LEAST 50 ROOMS/SUBSCRIBER UNITS.

*Please review the Rate Card for pricing and requirements. Discount is based on bill credits applied in months 2 through 13 of your monthly subscription. Final price does not include applicable sales tax. Applicable taxes will be added monthly to your account. **To access DIRECTV HD programming, an HD Access fee of $0.25 per month, per room and HD equipment are required.

PROGRAMMING COMMITMENT. You must subscribe to the Primary Channels and the Programming Minimum for the Commitment Period. After you have fulfilled your Commitment Period, under these DIRECTV Programming Commitment Terms and Conditions, you are not obligated to continue your subscription to the Service for any specific duration. **Even if Customer receives the Discount under these Programming Commitment Terms and Conditions, if Customer commits to any higher programming minimums (such as those under DIRECTV Residential Experience Equipment), Customer must continue to subscribe to the higher minimum requirement.**

EQUIPMENT INSTALLATION AND MAINTENANCE. You shall arrange with the authorized L&I Dealer representing DIRECTV Service at your L&I Establishment for the timely delivery and installation of all hardware and/or software required for the installation of the required Receiving Equipment at your Property. As between DIRECTV and Customer, Customer shall be solely responsible for any and all costs associated with the installation and maintenance of the Receiving Equipment. Customer agrees that DIRECTV is not responsible to provide the installation, maintenance or service on the Receiving Equipment. Customer agrees that any claims about installation, maintenance or service or breach of warranty or representation will not impact its obligation to complete its Commitment Period. DIRECTV MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE EQUIPMENT. ALL SUCH WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. DIRECTV IS NOT RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE RECEIVING EQUIPMENT.

TRANSFER OR ASSIGNMENT. Both parties intend that these terms and conditions shall inure to the benefit of their respective assigns, transferees, successors-in-interest, secured parties and collateral assignees, and that it continue in full force and effect after any sale of L&I Establishment and be binding on all subsequent owners. Customer shall comply with DIRECTVs transfer and assignment requirements set forth in the General Terms and Conditions below.

CONSEQUENCES OF YOUR FAILURE TO SATISFY YOUR COMMITMENT PERIOD. If you fail to maintain your subscription to the Primary Channels and Programming Minimum for the entire Commitment Period, in addition to any other early cancellation fees set forth in the Agreement, Customer will be charged a pro-ratable early cancellation fee equal to $480.00 based on the Commitment Period. This payment is due within thirty (30) days of receipt of a notice of failure to complete the Commitment Period from DIRECTV. If you fail to make payment within such time period, DIRECTV may, at its option: (a) charge you for the Primary Channels for the entire Commitment Period, (b) charge a fee in the maximum amount permitted under applicable laws and/or (c) pursue legal remedies against you for and receive the total amount due.

LODGING AND INSTITUTIONS GENERAL TERMS AND CONDITIONS - "Effective Date" is December 6, 2012, until replaced

1. **OUR SERVICE**. These are the terms on which we will provide you Service:

(a) **Program Choices and Receiving Equipment and Programming Changes.** You must subscribe to a base package in order to receive additional Services such as premium movie services or sports subscriptions. All programming selections have their own rates, terms and conditions. Information about programming is at directv.com. Many factors affect the availability, cost and quality of programming and may influence the decision to raise prices and the amount of any increase. These include, among others, programming and other costs, consumer demand, market and shareholder expectations, and changing business conditions. Accordingly, we must reserve the unrestricted right to change, rearrange, add or delete our programming packages, the selections in those packages, our prices, and any other Service, at any time. We will endeavor to notify you of any change within our reasonable control and its effective date.

(b) **Access Card.** You have received conditional access cards (referred to collectively, as the "Access Card") and a License Agreement governing your use of the Access Card while you are receiving our Service. Tampering with or other unauthorized modification of the Access Card is strictly prohibited and may result in criminal or civil action. Tampering with or inserting any device into your Receiving Equipment other than an authorized unmodified Access Card is prohibited. DIRECTV reserves the right to cancel or replace the Access Card. Upon request, the card must be returned to DIRECTV. If you do not return the Access Card to DIRECTV when you cancel your Service, you may be charged a fee. Requesting Access Cards on behalf of other persons or for purposes other than lawful viewing of DIRECTV Service is prohibited. Access Cards are the exclusive property of DIRECTV.

(c) **Viewing Limitations and Blackouts**. You may not resell, rebroadcast, transmit or perform the programming, charge admission for its viewing or transmit or distribute running accounts of the Services. You shall not charge your Units (nor the guests, residents, or other occupants of its Units) for the viewing of, or listening to, any Service(s) but shall distribute all of the Services free of charge and as a convenience of occupancy. All Units located at the L&I Establishment shall receive all of the Services. Notwithstanding the provisions of Section 8, we or any programming provider may prosecute violations of the foregoing against you and other responsible parties in any court of competent jurisdiction, under the rules and regulations of the Federal Communications Commission and other applicable laws. Certain programming, including sports events, may be blacked out in your local reception area or otherwise unavailable to L&I Establishments in your local reception area due to legal, contractual, or other restrictions. Blackout restrictions are decided by the sports leagues and the other entities that own the local broadcast rights. You may visit directv.com for more blackout information. If you circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action.

(d) **Your Viewing Restrictions, Inspection.** It is your responsibility to impose any viewing restrictions on employees or guests, as you think appropriate. We are not responsible to you or anyone else based on the content of our programming. Please visit directv.com for information on parental controls, locks and limits on your account. DIRECTV, or its authorized agent, shall have the right to inspect your Receiving Equipment at any time during your normal business hours. If we reasonably determine that you are in breach of any of these rules for use, or of your obligations under this Agreement, we may immediately inactivate any or all Services provided to you. If Services to you are so inactivated, in addition to the indemnification obligations described below, you are still responsible for payment of all outstanding balances. You agree that all Services will be exhibited in entirety, in original form and as provided by us, without any modifications, additions (including the addition of a crawl line), or deletions to any of the Services.

(e) **DIRECTV Marks**. You may not use any of our Marks without our prior written consent. "Marks" means any trademarks, symbols, logos, etc. whether owned by DIRECTV or a third party(s), that are used in connection with or are otherwise associated with the Services.

2. **PAYMENT.** In return for receiving our Service, you promise to pay as follows:

(a) **Programming, Taxes and Fees**. You will pay in advance, at our rates in effect at the time for all Service and Receiving Equipment ordered by you or anyone who uses your Receiving Equipment, with or without your permission, until the Service is canceled or your account is properly transferred. If the Service is part of an offer through which you receive credits offsetting all or part of the Service price or Receiving Equipment, such credits are also paid in advance. If you cancel the Service, you are no longer entitled to receive the credits and we reserve the right to recoup pre-paid credits. The outstanding balance is due in full each month. You may use a credit or debit card to establish recurring payments, authorize a monthly ACH payment, or pay by mail. See Section 4(c) and (d) regarding payment upon cancellation. We may, in our discretion, accept partial payments, which will be applied to the oldest outstanding statement. No "payment in full" notation or other restrictive endorsement written on your payments will restrict our ability to collect all amounts owing to us. We may reduce your Service to a minimum service level, at our rates in effect at the time, or deactivate your Service if you do not pay your statements on time, after any applicable grace period. You will pay all state and local taxes or other governmental fees and charges, if any, which are assessed. To control the basic charges which apply to all customers, we may charge fees that arise in specific circumstances only to those customers responsible for them.

(b) **Billing Statements**. Subject to any third party billing relationship, if you receive your bill from DIRECTV, we will send you a statement for each billing cycle (usually once every 30 days) unless you have a zero or nominal balance due, or a nominal credit balance, on your account at the end of a billing cycle. If you receive your bill from an L&I Dealer, please speak with them regarding payments and timing of payments. Statements from DIRECTV will show: (1) payments, credits, purchases and any other charges to your account, (2) the amount you owe and (3) the payment due date. If you think a statement is incorrect or if you need more information about it, contact us immediately. We will try to resolve any complaints as promptly as we can but you must contact us within 60 days of receiving the statement in question. Undisputed amounts must be paid by the due date to avoid a late fee and reduction or deactivation of Service.

(c) **Consents Regarding Credit; Collection Costs**. In order to establish an account with us, you authorize us to inquire into your corporate or personal creditworthiness, as applicable (subject to Section 5), by checking with credit reporting agencies. If you are delinquent in any payment to us, you also authorize us to report any late payment or nonpayment to credit reporting agencies. Due to the subjective nature of creditworthiness, we reserve the right to require prepayment for any Service via cashier's check, money order or credit card, notwithstanding your credit rating, past history or practice. To the extent permitted by law, you will pay us any collection costs and fees we reasonably incur.

3. **CUSTOMER INFORMATION**

(a) **L&I Establishments**. The person ordering Service represents and warrants that (s)he is authorized to agree to the terms of this Agreement. You have had the opportunity to consult with an attorney or any other person/entity of your choosing for legal/professional advice prior to agreeing to this Agreement. Further, you have read and understand the contents, terms, conditions, and effects of this entire Agreement. You represent, warrant, acknowledge and agree that the Services shall only be displayed or exhibited in Units at L&I Establishments at which persons will view the Services in areas that are not accessible to the public and you shall not display or exhibit, and shall not permit others to display or exhibit, in any manner whatsoever, any of the Services it receives in areas accessible to the public and/or common areas (such as waiting room/area or lobby, bar, restaurant, diner, stadium, casino, club, cafe, theater). If your business or establishment does not meet the qualification for L&I Establishment but you still wish to receive the Service, you may qualify for other types of commercial establishment services subject to a separate commercial agreement.

(b) **Contact Information**. You agree to provide true, accurate, current and complete contact information about your L&I Establishment, and maintain and promptly update your contact information to keep it true, accurate and complete. If you provide a cellular telephone number, you acknowledge and consent that we may call you on your cellular phone for business purposes, including collections calls. You also grant permission for us to send non-marketing service or account related text messages to your cellular phone. Your carrier's message and data rates may apply but, you may opt out of the text messages at anytime.

4. **TERM, CHANGES IN CONTRACT TERMS AND CANCELLATION**.

(a) **Change in Terms**. We reserve the right to change the terms and conditions on which we offer Service. If we make any such changes, we will send you a copy of your new L&I Service Agreement with its effective date. If you do not accept any such changed terms or conditions, subject to Sections 4(c) and (d), you have the right to cancel your Service. If you elect not to cancel your Service after receiving a new L&I Service Agreement, your continued receipt of Service constitutes acceptance of the changed terms and conditions. If you notify us that you do not accept such terms and conditions, then we may cancel Service.

(b) **Term**. The term of this Agreement shall run concurrently with any commitment you agreed to in consideration for Receiving Equipment or promotional Service offers, whether set forth in the Agreement or agreed to by you separately before or after the date of this Agreement. Following the end of any such commitment, the Term shall continue indefinitely and Service will continue until canceled as provided herein. If you did not agree to a definitive term commitment in consideration for Receiving Equipment or a promotional Service offer, the term of this Agreement is indefinite and Service will continue until cancelled as provided herein. In either case, unless you notify us that you wish to cancel it, we will automatically renew Service that you subscribe to on a periodic basis, including any monthly or annual subscriptions and seasonal sports subscriptions, as long as we continue to carry the Service. The term of this Agreement is distinct from any term of an agreement between you and an L&I Dealer, and the termination of one shall not directly affect the other.

(c) **Cancellation**. You may cancel Service by notifying us in writing (including by email or facsimile). In addition to cancelling in writing, DIRECTV may accept cancellation requests over the phone; however, DIRECTV is not required hereunder to do so. If your account remains active and you have only notified DIRECTV of cancellation over the phone you remain responsible for all fees accrued until you provide notice in writing. Your notice becomes effective when received by us in writing. You will still be responsible for payment of all fees accrued through that effective date. In addition to any deactivation or change of service fees, if you cancel Service or change your Service package, you may be subject to an early cancellation fee if you agreed to a fixed term with DIRECTV in connection with the receipt of any promotional Service offer or the receipt of any Receiving Equipment, and fail to maintain the required Service for the required period of time. We will not credit seasonal sports subscriptions after the season starts. We may cancel Service at any time if you fail to pay amounts owing to us when due, subject to any grace periods, breach any other provision of this Agreement, or act abusively toward our staff. In such case, you will still be responsible for payment of all fees as described in Section 4(c). We may also cancel Service if you do not to accept any changed terms. Any agreement with an L&I Dealer is separate and apart from this Agreement; cancellation of your Service does not affect any rights or obligations between you and an L&I Dealer.

(d) **Credit Balances**. Subject to any third party billing relationship, if you receive your bill from DIRECTV, when your account is closed, we will review your account and refund any excess monetary payments. Unused portions of retention or similar credits will not be refunded. If your credit balance is less than $1.00 we will not issue you a refund unless you make a written request for the refund. If you do not make such a written request for the refund within one year of the close of your account, you forfeit any credit balance remaining on your account and your account balance will be reset to zero. You understand that you will incur fees and charges as a result of your receipt and use of Service and/or Receiving Equipment, and may incur early cancellation fees and/or equipment non-return fees. By giving us your credit or debit card account information at any time, you authorize us to apply this method of payment, in accordance with applicable law, to satisfy any and all amounts due upon cancellation. You further acknowledge that you are required to maintain current credit or debit card information with us and agree to notify us whenever there is a change in such information.

5. **GOVERNMENTAL ENTITIES**. The parties recognize that DIRECTV is a provider of a commercial service and, even if Customer is a government entity, that the provision of the Service does not deem DIRECTV a "government contractor" or subject DIRECTV to federal, state or local procurement regulations applicable to government contractors. Notwithstanding anything herein, if you are a government entity, to the extent applicable law prohibits (a) credit inquiries or reporting of government entities to credit bureaus, Section 2(c) shall not apply, (b) the payment of cost of collection, Section 2(c) shall not apply, and (c) the resolution of disputes through arbitration, Section 8 shall not apply. Section 2(a) shall be subject to a government entities' tax exempt status.

6. **SOFTWARE LICENSE**. Some Receiving Equipment incorporates software which is owned by DIRECTV or its third party licensors (the "software"). Before using the Receiving Equipment, read the terms and conditions for use of the software located in the user manual and at www.directv.com. If you do not agree to these terms you may not use the Receiving Equipment and may not activate the Service and should immediately return the Receiving Equipment to DIRECTV.

7. **LIMITS ON OUR RESPONSIBILITY**

(a) **Service Interruptions and Warranty Disclaimer**. Service may be interrupted from time to time for a variety of reasons. We are not responsible for any interruptions of Service due to acts of God, power failure or any other cause beyond our reasonable control. For an interruption of a significant length of time that is within our reasonable control, upon your request we will provide what we determine to be a fair and equitable adjustment to your account to make up for a Service interruption. THIS IS YOUR SOLE REMEDY AND OUR SOLE DUTY. You agree that this Agreement does not provide for, and the Service does not include, any warranty services or other services that we might provide separately, including, without limitation, any fee based or other programs. WE MAKE NO WARRANTY REGARDING ANY SERVICE OR RECEIVING EQUIPMENT, WHICH IS PROVIDED AS IS. ALL SUCH WARRANTIES, INCLUDING, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. YOU BEAR THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF RECEIVING EQUIPMENT AND ARE RESPONSIBLE FOR THE ENTIRE COST OF REPAIR.

(b) **Limitations of Liability**. WE ARE NOT RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, INCIDENTAL DAMAGES OR LOSSES RELATING TO THE RECEIVING EQUIPMENT OR ANY SERVICE, WHETHER BASED ON NEGLIGENCE OR OTHERWISE. WE SHALL NOT BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, NOR FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, OR INTERRUPTION OF BUSINESS.

(c) **Exhibition and Music Rights**. WE SHALL HAVE NO LIABILITY TO ANY PERSON OR ENTITY DUE TO OR BASED ON THE CONTENT OR YOUR EXHIBITION OF ANY OF THE SERVICES PROVIDED BY US INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR THE PAYMENT OF ANY REQUIRED MUSIC LICENSE FEES. IF YOU WISH TO PLAY MUSIC (OTHER THAN MUSIC SERVICES PROVIDED BY DIRECTV AS PART OF A PACKAGED MUSIC CHANNEL SERVICE AND DISPLAYED IN ACCORDANCE WITH OUR RULES OF USE), INCLUDING MUSIC INCLUDED WITHIN TELEVISION PROGRAMMING OR ADVERTISING, IN YOUR L&I ESTABLISHMENT YOU ARE RESPONSIBLE FOR ALL REQUIRED MUSIC LICENSE FEES.

(d) **Indemnification**. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD DIRECTV, ITS OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF LITIGATION), LOSSES, JUDGMENTS, AND ASSESSMENTS OF ANY KIND DIRECTLY OR INDIRECTLY RESULTING FROM YOUR BREACH OF ANY OF OBLIGATIONS HEREUNDER.

8. **RESOLVING DISPUTES**. Any legal or equitable claim relating to this Agreement or your Service (referred to as a "Claim") will be resolved as follows:

(a) **Resolution**. We will first try to resolve any Claim informally. Accordingly, neither of us may start a formal proceeding (except for Claims described in Section 8(b) below) for at least 60 days after one of us notifies the other of a Claim in writing. You will send your notice to the address on the first page of this Agreement, and we will send our notice to your billing address. Except as provided in Section 8(b), if we cannot resolve a Claim informally, any Claim either of us asserts will be resolved only by binding arbitration. The arbitration will be conducted under the Commercial Arbitration Rules of the American Arbitration Association that in effect as of the Effective Date of this Agreement, and the parties agree to apply the Expedited Procedures set forth in those Commercial Arbitration Rules (Commercial Arbitration Rules with Expedited Procedures referred to herein as "AAA Rules"). The arbitration will also be conducted under the rules set forth in this Agreement. If there is a conflict between AAA Rules and the rules set forth in this Agreement, the rules set forth in this Agreement will govern. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JURY TRIAL. Unless the Claim exceeds $25,000, exclusive of interest and arbitration costs, the dispute shall be resolved by submission of documents and there will be no hearing. For arbitrations in which a hearing is held, the arbitration hearing will be held in the city of your commercial establishment unless you and we both agree to another location or telephonic arbitration. To start an arbitration, you or we must do the following things: (1) Write a Demand for Arbitration (The demand must include a description of the Claim and the amount of damages sought to be recovered, (2) Send three copies of the Demand for Arbitration, plus the appropriate filing fee, to: American Arbitration Association, Attn: Case Filing Services (1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043 - 1- 877-495-4185), and (3) Send one copy of the demand for arbitration to the other party.

(b) **Special Rules**. In the arbitration proceeding, the arbitrator has no authority to make errors of law, and any award may be challenged if the arbitrator does so. Otherwise, the arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court that has jurisdiction. Neither you nor we shall be entitled to join or consolidate claims in arbitration by or against other individuals or entities, or arbitrate any claim as a representative member of a class or in a private attorney general capacity. The arbitrator shall award attorneys' fees and costs to the party that the arbitrator determines prevailed at the arbitration. A court may sever any portion of Section 8 that it finds to be unenforceable, except for the prohibition on class or representative arbitration. Notwithstanding this Section 8: (i) any Claim based on Section 1(c) above, (ii) any dispute involving a violation of the Communications Act of 1934, 47 U.S.C. § 605, the Digital Millennium Copyright Act, 17 U.S.C. § 1201, the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 or any other statement or law governing theft of service, may be decided only by a court of competent jurisdiction; and (iii) an action may be asserted in small claims court in lieu of arbitration.

9. **MISCELLANEOUS**.

(a) **Notice**. Notices to you will be deemed given when personally delivered, addressed to you at your last known address and deposited in the U.S. Mail (which may include inclusion in your billing statement), or sent via Internet to the e-mail address you provided us or sent via satellite to your Receiving Equipment or delivered when a voice message is left at the telephone number on your account. Unless otherwise required herein, notices to us will be deemed given when we receive them at the address on the first page.

(b) **Applicable Law**. The interpretation and enforcement of this Agreement and any disputes with DIRECTV shall be governed by the rules and regulations of the Federal Communications Commission, other applicable federal laws, and the laws of the state and local area where Service is provided to you. This Agreement is subject to modification if required by such laws. Notwithstanding the foregoing, Section 8 shall be governed by the Federal Arbitration Act.

(c) **Assignment**. We may assign your account or this Agreement and all rights and/or obligations hereunder to any third party without notice for any purpose, including, without limitation, collection of unpaid amounts, or in the event of an acquisition, corporate reorganization, merger or sale of substantially all assets to another entity. You hereby consent to such assignment. You must continue making all required payments to us in accordance with your billing statement, unless notified otherwise. You may not assign or transfer your Service, Receiving Equipment, this Agreement or any or your rights and obligations under this Agreement without our prior written consent, not be unreasonable withheld. If, as part of the sale of your L&I establishment, you wish to transfer any of the foregoing, contact DIRECTV no later than thirty (30) days prior to the proposed effective date of the transfer, so that DIRECTV can review your account and determine whether DIRECTV will approve the transfer, such approval not to be unreasonably withheld.

(d) **Other**. This Agreement and any lease, activation, programming, or other service commitment agreement that you entered into with DIRECTV in connection with obtaining Service constitute our entire agreement. No salesperson or other representative is authorized to change it. If any provision is declared by a competent authority to be invalid, that provision will be deleted or modified to the extent necessary, and the rest of the Agreement will remain enforceable. The terms of this Agreement that expressly or by their nature survive termination shall continue thereafter until fully performed. No occupant of any Unit shall be deemed to have any privity of contract or direct contractual or other relationship with DIRECTV by virtue of this Agreement or delivering of the Services.